



GUIDANCE NOTES

Property Matters

These guidance notes contain important information, which you must read before instructing us to act on your behalf. It includes general information about conveyancing transactions and guidance on the conveyancing process, both residential and commercial.

Please read it carefully and let us know if you have any queries on any of the points raised below.

We would also recommend that you retain it for future reference.

(1) Fees and Charges

The estimate of charges for your transaction is set out in your Client Care Letter. It is based on the information we have at the time the Client Care Letter is sent to you and we will let you know in writing if any difficulties arise or if anything occurs which makes it necessary to revise this estimate.

Our charges are calculated by reference to time spent by us. This includes advising, attending on you and others, dealing with papers, correspondence and telephone calls.

We will charge no more than the estimate in the Client Care Letter provided no more than three hours work is required to deal with this transaction. We reserve the right to increase our charges by reference to time over three hours and if any situation in below arises.

The fee estimate provided to you with your Client Care Letter incorporates the charge to be made by Axiom DWFM in relation to the standard work required for a conveyancing transaction.

Should it be necessary for us to undertake additional work in relation to your conveyancing transaction, any estimate that you have been given in your Client Care letter may increase depending on the additional work required, the complexity of the matter, the timeframes and the qualifications/experience of the person who is dealing with the additional work, as confirmed in the Client Care Letter sent to you. We will endeavour to inform you of situations whereupon additional charges will arise and provide you with an indication of the additional charges to be levied as soon as possible.

The following is a list of scenarios that may require additional activity on your transaction which falls outside the basic conveyancing fee structure, for which Axiom DWFM will charge additional fees.

- Sale proceeds paid directly into your bank by electronic transfer (including the cost of the bank transfer and our administrative costs for dealing with the transfer)
- For every additional charge against the Property (Sale/Re-mortgage)
- Preparing a Statutory Declaration or arranging indemnity insurance
- Declaration/Deed of Trust depending on the complexity of the document
- Additional identification checks

- Key Undertakings
- Grant of new lease
- Deed of Variation (to bring lease into line with new practices)
- Deed of covenant with the Landlord
- Registering the Property for the first time with the Land Registry
- Contract race (where there are more than two buyers)
- Less than 10 working days between exchange and completion
- Considering homebuyers or structural survey
- Reporting on revised mortgage offer after exchange
- Releasing mortgage retention
- Grant of new lease
- Powers of Attorney
- Transfer of Ownership/Deed of Gift
- Deed of Postponement
- Deed of Grant or variation of rights
- Deed of Guarantee
- Removal of a registered Caution
- Drafting or approval of an Assured Tenancy Agreement
- Drafting or approval of an Assured Tenancy Agreement
- Mutual Deed of Covenant for flying Freehold
- Obtaining Copy Planning / Building regulation consent / dealing with Defects in Title
- Transfer of Business Loan Facility / Overdraft
- Dealing with Buy to Let Mortgages
- Transfer of Legal Aid Charge or other current loan
- Deed of Easement (to grant rights)
- Statutory Declaration, for Title rectification
- Deed of Assignment of Life Policy between policy holders

- Service of Notices of Assignment or Reassignment to Life Co
- Cheque returned unpaid
- Cheque stopped at Customer request
- Stamp Duty Land Tax (completion of SDLT 1 Return)
- Stamp Duty Land Tax (electronic submission to HMRC)
- Copy Title Deeds following completion / File Archive Fee
- File retrieval for you after Completion from Archive Storage
- Purchase of Freehold reversion for a Leasehold property
- Dealing with Third Party Lawyers (e.g. on a matrimonial dispute)
- Arranging / Dealing with Indemnity Insurance issues
- Prioritise File
- Dealing with additional charges/mortgages/loans over the Property
- Dealing with amended or additional mortgage offers issued by the same lender
- Dealing with amended or additional mortgage offers issued by a different lender
- Dealing with payments to Mortgage Brokers on completion

Please note:

Leasehold Titles

The basic conveyancing fee covers the conventional work associated with the conveyance of a freehold property unless you have initially made us aware of the fact that the property is leasehold in which case the basic conveyancing fee will take this into account. If the property subsequently transpires to be leasehold, (i.e. a leasehold house, a flat, apartment, maisonette or housing association property), a standard leasehold supplement will be added to the fee estimate in order to cover the additional leasehold work undertaken by ourselves in this respect. In the vast majority of leasehold cases the Lease on the property dictates that the Landlord is provided with Notice in respect of any change of ownership or any new mortgage that arises in relation to the property. The Lease dictates that compulsory Notice Fees will be payable to the Landlord in respect of its administrative costs in this respect, and often will not be known to us at the time the Client Care Letter/ fee estimate is sent to you, therefore, once we are advised of the actual fee payable to the Landlord or their agents, we will notify you.

Unregistered Titles

Land Registry Registration Fees may increase in the event that your property is unregistered.

Additional Land Registry disbursements will be charged in order to facilitate the first registration of your property at the Land Registry and the disbursements originally estimated in this respect may vary. We will inform you of the costs of the additional disbursements once we have been provided with further detail regarding the unregistered land.

Searches

It is our usual practice to ensure that searches against the property have been carried out with the local, water, environmental and coal authorities, as appropriate. Mortgage lenders normally require the searches outlined above. We will advise you of the most economical strategy which will still protect your interests and the interests of your lender. Should you be purchasing without the aid of a mortgage we strongly advise that you instruct us to ensure the appropriate searches have been made.

The searches will provide us with the following information:-

- **Local Search**

This will provide information about planning decisions, compulsory purchase orders, financial charges, tree preservation orders, maintenance of highways, the Council's planning policy, breaches of planning control and road works affecting the property.

You should note that the search does **not** tell us about matters affecting neighbouring land or buildings and additional searches would have to be undertaken if you have concerns about neighbouring property. Please let us know if you wish us to commission these.

- **Mining Search**

In an area where coal mining has or is likely to take place this search gives information about the existence of underground coal workings and mine entries which may cause problems with subsidence, whether compensation for subsidence has been paid in the past or repairs carried out or any claim is current. This search is usually required by lenders if the property is in the North East.

- **Drainage Search**

This provides information about arrangements for foul and surface water drainage from the property, whether the system is private or publicly maintained and the supply of water to the property.

- **Environmental Search**

The owner of a property may have to pay for the clean up of land subsequently found to be contaminated even if he or she was not responsible for the contaminating activity. The search will also provide information about the surrounding area and risk of flooding. The search itself costs approx £50.00 but if you have concerns we recommend paying for combined search and insurance at a cost of approx £70.00 plus IPT depending on the value of the property. This insures against the legal costs of finding out who is responsible for any pollution discovered on your land and ensuring it is successfully cleaned up. It would also protect you against the costs

of the clean up if these fell upon you as the property owner. Please note that if you wish us to carry out an environmental search you must specifically instruct us to do so and add the appropriate cost to the sum paid in advance in respect of searches.

- **Chancel Search**

Chancel repair liability is the liability of an owner of land to pay for repairs to the chancel of a parish church. Owners affected include individual homeowners as well as ecclesiastical organisations, universities, colleges and others. Land does not have to be near a church building in order to be liable. This search will let you know whether the property is liable for such repairs.

Survey

The question of a survey is of the utmost importance when you are purchasing a property. It is your responsibility to ensure that you commission a full structural survey and valuation and importantly to commission properly qualified persons to undertake electrical testing of the property including the boiler.

Funds

We will not complete any transaction without being in receipt of cleared funds for all legal costs and disbursements. Please note we can only accept payment by bankers draft or building society cheque, **NOT CASH**. Should the transaction fail to proceed to completion this firm's charges for the abortive work will be such lesser sums as are appropriate and reasonable having regard to the amount of work undertaken at that stage. In some cases no charges will be made at all.

Disbursements/ Recharges and Expenses

Please note that all legal disbursements, recharges and expenses incurred during the course of your property transaction will be payable by you whether or not your transaction is successfully concluded. Estimated disbursements, recharges and expenses are set out in the accompanying Client Care Letter, such as Land Registry fees, search fees, AML checks and checks of the lawyers that are on the other side of the transaction. Any estimate of disbursements, recharges, expenses and costs provided by us may vary from time to time and no responsibility is accepted by Axiom DWFM in relation to the accuracy of any estimated disbursement, recharges, expenses or costs, which may be the subject of such a variation throughout the course of your property transaction.

Telegraphic Transfers/Cheque Payments

Please note that, in purchase transactions it is our policy to telegraphically transfer funds to seller's solicitors for the transmission of purchase monies (purchase) and to lenders in relation to the discharge of a mortgage (only where acting for you in a sale). It is also our policy to telegraphically transfer the return of funds to our clients in respect of all balances over £3,000. Please note that a telegraphic transfer fee/cheque payment in accordance with our Client Care Letter will be charged in respect of each telegraphic transfer/cheque payment, and includes the cost of the Bank Transfer which is payable to our bank and our administrative fees for organising the bank transfer.

Telegraphic transfers/cheque payments will ordinarily be invoiced upon exchange of contracts or requisition/production and payment will be made in accordance with the Terms of Business.

Balance Payments

Should we require funds from you in order to complete your transaction we would request that payment be made to us by cheque, bankers draft or Telegraphic Transfer. In the event that payment is made by cheque a suitable amount of time (currently 10 working days) will need to be allowed in order to ensure that the cheque clears prior to our being in a position to proceed to an exchange of contracts or completion of your property transaction. A charge may be applied for processing cheque payments.

Your completion statement, which will be provided in advance of completion, will contain the Land Registry fees payable to HM Land Registry to register your title and your lender's security. If this fee is not received with the balance required to complete on the day requested we are at liberty to refuse to complete and this may cause unnecessary complications.

Bank Details

You must not share the firm's bank details with any third parties. If the firm receives payments from third parties to assist with your property transaction it will charge you for the time spent completing anti money laundering and source of funds checks. These costs are set out in your Client Care Letter.

If you are sending funds to the firm's client account the firm will not accept any liability for any loss or otherwise if you transfer money to an incorrect or fraudulent bank account. If you receive an email purportedly from the firm requesting your bank details, passwords or other personal or financial information you should immediately contact the person at the firm who is handling your matter to verify whether it is legitimate or not. If you have any doubts whatsoever about transferring money to our account, please contact us using a trusted source that you verify before doing so.

(2) Post completion formalities

If you are purchasing a property or transferring the equity within a property, once completion has taken place we will attend to submitting your Land Transaction Return (i.e. stamping) and registering your title at Land Registry, and sending the deeds to your lender, if applicable. At this point our job is concluded.

This may be within a few weeks of completion. We will then clear your file of old documents and papers that we believe only have a curiosity value and destroy them. The file consisting mainly of correspondence will be sent to our storage facility. If you then raise a query with us requiring the recall of the file, we will make an administration charge to cover the cost of file recovery and time spent dealing with the query. We reserve the right to destroy the file 6 years from the time it went into storage.

(3) Your Mortgage (Purchase/Remortgage/Transfer of Equity transactions only):

Instructions

You will need to ensure that your proposed mortgage lender is aware that you have instructed Axiom DWFM to act on your behalf in relation to your mortgage. They will then forward a copy of your offer and instructions for us to act on their behalf at the same time as you receive your offer of mortgage. It is vitally important that you read through the terms of your mortgage offer. Should you feel there are any matters which you do not understand or feel unsure about, you should not hesitate to contact your mortgage lender for explanation or clarification.

Mortgage Terms

You will be bound by the terms of your offer of mortgage and therefore it is imperative that you are fully conversant with regard its terms. In the event that you are obtaining an interest-only mortgage it is **your responsibility** to ensure that you will be taking out a suitable repayment vehicle in order to repay the debt at the end of the mortgage term. It will be necessary for you to ensure that sufficient cover is in place in order to repay your mortgage in the event of your death.

Mortgage Deed

Please note that by signing the Mortgage Deed you are confirming that you have understood the terms and conditions of your offer of mortgage in its entirety. In the event that you fail to make repayments under your mortgage, your mortgage lender may take steps to repossess the property.

Obligations and conditions

The following information is a summary of the basic obligations and conditions that will apply to your offer of mortgage. Please ensure that you:-

- Make the monthly payments notified by your Lender promptly
- Comply with any restrictions mentioned in the Title documents
- Comply with any requirement proposed by your Local Authority regarding planning laws and similar matters
- Pay and maintain the buildings insurance policy on your property
- Make any necessary repairs to your property and keep it in good condition
- Pay any insurance premiums for a life policy, pension or similar vehicle taken out to act as security in connection with your mortgage and, if you hold the policy document, keep it safely
- Repay your mortgage in full at the time of selling your property
- Do not let the property without the Lender's consent
- Do not allow any other party to occupy the property without the Lender's consent

Please note that the Lender may:-

- Insure your property or, if you have arranged your own insurance, request insurance details
- Enforce your mortgage against you and, if your mortgage is held jointly with another person or somebody else has given a guarantee, against that other person
- Ask the Court to order you to leave your home if you fail to keep up your monthly payments so that they can sell it
- Recover any shortfall from you if the Lender has to sell your home at a loss. (Should the Lender have to sell your home, it has a duty to sell it for the best price it can reasonably obtain. This may not necessarily be the price that you would expect to obtain from a private sale.)

Please also note:-

- You may be able to ask your Lender for a further loan if you need to borrow more money under your mortgage (e.g. to improve your house)
- Subject to the special conditions of your offer of mortgage you may repay your mortgage at any time without giving the Lender notice. Most Lenders do not make a charge for not receiving notice of your intention to repay but the special conditions in the offer usually make this clear
- Take care to ensure that you are aware of any early redemption penalties

- In the event that you have paid a mortgage guarantee premium, then if you default, the insurance company may seek to recover from you any loss incurred by them in refunding your Lender

This summary lists only the key provisions of the mortgage conditions governing your mortgage. It does not limit or reflect the mortgage conditions which you should read carefully. They are set out in the formal offer you will receive from the Lender. It is your responsibility to ensure that you can comply with all the conditions affecting your proposed mortgage.

Mortgage Fraud

We may also be acting for your proposed lender in this transaction. We have a duty to fully reveal to your lender all relevant facts about your purchase. This includes but is not limited to:

- Any difference between your mortgage application and information we receive during the transaction
- Any cash-back payments or discount schemes that the seller is giving you
- Payments on Account

Suitability

Please note that no warranty or advice will be given by Axiom DWFM with regard to the suitability of the terms and conditions of your mortgage.

Buildings and Contents Insurance

Please note that it is your responsibility to ensure that buildings and contents insurance is placed on risk. The date upon which a buildings insurance policy needs to be placed on risk varies depending upon the contractual terms of each transaction. In the majority of circumstances your buildings insurance will need to be placed on risk as of the date of completion. Please note that no warranty or responsibility is accepted by Axiom DWFM in ensuring that your buildings insurance policy is placed on risk at the appropriate time.

If you are arranging your property insurance independently of your mortgage lender, then we would refer you to the terms and conditions of your offer of mortgage at this stage. Please note that your mortgage lender may require that your property be insured for a specified sum, and that its interest in the property is specified on your policy schedule. We confirm that it will be necessary for you to provide us with a copy of your insurance schedule, prior to completion. Please note that in the event that time is spent by ourselves in pursuing your buildings and contents insurance policy on behalf of your mortgage lender or if we are required to check the detail of the policy, this work will incur additional charges of £35, inclusive of VAT, to be settled from the net mortgage advance from your new lender.

Occupiers

You must advise us if there are any other adult occupiers in your house, other than the legal owners of the property, and give us full details of their relationship to you. By adult occupiers, we mean anyone who is over 17 years of age and in actual occupation of the property.

You may breach the terms of your new offer of mortgage in the event that you do not provide us with this information.

Adult Occupiers will be required to sign a **Form of Consent** to your new mortgage prior to completion of this transaction. Please provide us with full details in this respect as soon as possible.

Should your mortgage offer require us to obtain a completed **Occupiers Consent Form**, this additional work will incur additional charges.

Guarantees and Improvements

Special conditions in your mortgage offer or valuation report may stipulate that we must obtain certain information or documentation, such as NHBC, planning, or building regulation documentation, or check if they exist. If the Seller will not provide the same then any such additional work will incur an additional fee. We will notify you of the additional fee once we have more information as to the additional work required in relation to the documents required.

(4) Joint ownership

In law, there are two ways in which you may hold jointly owned property:

- **Joint Tenants.** You hold the property as Joint Tenants, the property will be held in your joint names. The property will automatically pass by survivorship to the surviving owner on the first death. The property will not form part of the deceased owner's Estate regardless of any instructions to the contrary in the deceased owner's will.
- **Tenants in Common.** You hold the property as Tenants in Common, the property is held in your joint names and each owner holds a proportional share of the property. Upon the death of either party their share in the property will pass in accordance with the intestacy rules or as indicated in their Will. The property will not automatically pass to the surviving owner.

Where you are purchasing, or transferring the equity in your property and you decide to hold the property as Tenants in Common, it is imperative that you make a Will. Please do not hesitate to contact us with your instructions in this respect.

If you are purchasing or transferring the equity in the property jointly with another person, you will need to decide how you wish to hold the property, as Joint Tenants or Tenants in Common, prior to completion of your property purchase.

Where a Tenancy in Common is to be created and money is being provided in unequal shares, it is wise for co-owners to enter into a separate Declaration of Trust simultaneously with the completion of their property transaction. Indeed, the Court of Appeal has recently suggested that this ought to be done in such cases. At the very least, this document should record the shares in which joint owners will hold the equitable estate in the property (i.e. its net value). It is also important for Wills to be made at this point in time dealing with the co-owners' shares in the property. In the event that you require further information in relation to Declarations of Trust, please do not hesitate to contact us in this respect. Our Legal Charges in preparing a Declaration of Trust is confirmed above depending on the complexity of the document.

Please note that the choice you make in relation to how you wish to hold the property may have serious tax implications and may also affect the validity of any clause made in your Will. No advice has been provided by Axiom DWFM in this respect. Should you require additional information in this regard please do not hesitate to contact us.

Please provide us with your tenancy instructions by completing the Joint Ownership Declaration in our Instruction Sheet sent with the Client Care Letter.

(5) Stamp Duty Land Tax

All property transfers (subject to a few exceptions) are subject to scrutiny by the HM Revenue & Customs (HMRC) in accordance with the Stamp Duty Land Tax Regulations. The Land Tax applies to property transfers whether or not Stamp Duty is payable on the property.

The Land Tax return is a document that will need to be completed and signed, prior to completion of your property transaction. We confirm that we will complete your Land Tax Return.

In order to prepare the documentation we require the following information from you:

- the name of the Lead Purchaser. HMRC has suggested that the Lead Purchaser should be the person whose net earnings are the greatest. Please provide us with details of your chosen Lead Purchaser in the Purchase Instruction Sheet.
- the Lead Purchaser's National Insurance number for insertion in the Land Tax Return
- Whether you (or if applicable any spouse or civil partner of yours, who is not a party to the transaction) currently owns any interest or share in, or you or they are in the course of purchasing any interest or share in, another residential property (whether a permanent residence or holiday home) anywhere in the world.

Please ensure therefore that you provide this information when completing your Instruction Sheet for the relevant transaction OR provide this by way of a separate declaration which will be sent to you at the start of your matter.

It is important that you notify us, in writing of any changes which take place before completion which would affect your Stamp Duty Land Tax liability.

Whilst we will complete your Land Tax Return no responsibility will be accepted by Axiom DWFM, its agents or employees in respect of the information contained in the Land Tax Return documentation. It is your responsibility to ensure that the information which is contained in the Land Tax Return is correct. You will be liable to prosecution by HMRC in the event that you have failed to disclose information which may be relevant to the assessment of Stamp Duty Land Tax.

Guidelines for the submission of the Land Tax Return

The Stamp Duty Land Tax Return will be sent to the HMRC on the day of completion of your property transaction electronically. It will not be possible for us to register your interest in the property at the Land Registry without receiving from HMRC a Stamp Duty Land Tax Certificate.

We will pay to HMRC any Land Tax due by cheque. Please note that it will not be possible for us to utilise mortgage funds until such time as we have a fully completed and executed Land Tax Return in our possession. Completion of your property transaction may therefore be delayed by your failure to return the Stamp Duty Land Tax form to ourselves.

Sanctions for failure to produce the Land Tax Return

The Land Tax Return together with any tax due must be forwarded onto HMRC within 14 days of completion of your property transaction. Failure to do so will result in a £100 fine with a further £200 fine after a three month delay. After a 12 month delay a fine equivalent to the Stamp Duty payment may be levied. Please note that late payments will also attract interest. No responsibility will be accepted by Axiom DWFM in respect of any surcharges which are levied by HMRC.

Much of the information required by the HMRC in respect to your Land Tax Return will be located within our file of papers. Details that will be required, amongst others, is the Seller's full name and address, the Seller's solicitor's details, the consideration which is being paid in respect of the property together with information in respect of the Purchaser's premises.

It will be a condition of your offer of mortgage that the Stamp Duty Land Tax documentation is completed and any tax paid on completion of the property transaction.

Additional charges

A considerable amount of work will need to be undertaken by the firm in completing your Stamp Duty Land Tax Return.

We anticipate that completion of the relevant documentation will take between 20 minutes to 1 hour of our time. Our charges for this work will be stated in our estimate of charges. In certain circumstances, for instance where the transaction unusually involves the submission or more than one return or relief can be claimed, additional work may be undertaken by us and further additional charges may be levied. In the event that work is undertaken by us prior to or following completion of your property transaction in relation to the recreation or presentation of your Land Tax Return, an additional charge may be made in this respect.

Additional charges will be charged according to the qualification/experience of the individual carrying out the additional work, in accordance with the Client Care Letter sent to you at an hourly rate.. We would anticipate that in the majority of cases completion of your Land Tax Return will not amount to an additional charge, other than as confirmed in your Client Care Letter.

NB: It is imperative that you seek independent tax advice regarding the amount of Stamp Duty payable at the effective date of your transaction to avoid any loss or penalties being incurred.

When is Stamp Duty Land Tax Return not required by the HMRC?

An SDLT Return will be required by the Land Revenue for all land transactions which are effected for consideration and are not exempt transactions.

Examples of exempt transactions are as follows:

- remortgages
- a transaction in connection with divorce where a Court Order is issued
- certain transactions varying Wills or entitlements on intestacy

The above is not an exhaustive list and further information will be provided upon request. **Please note that a Stamp Duty Land Tax Return will be required by HMRC on all property acquisitions, save for the examples outlined above. The Land Tax Return will be required even if no Stamp Duty is payable.**

Declaration - Stamp Duty Land Tax Return

By instructing us to act on your behalf you agree as follows:-

- Axiom DWFM is appointed as my/our tax agents for SDLT purposes in relation to the transaction specified in this document.
- All information required to complete the Stamp Duty Land Tax transaction self certificate documentation will be provided and returned to Axiom Stone Solicitors without delay.
- All documentation received from Axiom DWFM will be thoroughly checked and where appropriate signed by me/us and returned promptly.
- The effective date will be the date of completion of my property transaction and this date will be inserted into the Stamp Duty Land Tax return forwarded onto HMRC by electronic submission on the effective date.
- Axiom DWFM is authorised to telegraphically transfer or send a cheque for the Stamp Duty Land Tax payable in relation to the property transactions to the HMRC following completion of this transaction.
- I/We understand that there may be a delay in telegraphically transferring funds to the HMRC for up to 14 days after the effective date.
- Axiom DWFM, its agents or employees are hereby indemnified in respect of any inaccuracy or information provided to the HMRC on my/our behalf.
- I/We hereby confirm that we will keep copies of documentation submitted to the HMRC for at least 6 years after the effective date.
- I/We hereby confirm that we will answer any queries or requisitions made by the HMRC promptly without delay and indemnify Axiom DWFM in respect of any penalties enforced by the HMRC in this respect.
- Axiom DWFM is not liable in respect of any penalties or late payment or any inaccuracy contained in the SDLT documentation.
- I/We acknowledge and accept the additional charges which will be levied by Axiom DWFM for acting as our agent in this respect.

(4) Recommending Services

Throughout the course of our instructions we may recommend the services of institutions and organisations that will be able to provide you with useful services and information. In this respect we are referring to financial advisors, utility service providers (power companies etc.), insurance institutions, search providers, removal companies and a host of other service providers. Whilst we will utilise our best endeavours to ensure that the service provided by these institutions or companies is satisfactory, you will appreciate that we cannot accept any responsibility whatsoever as to the advice and information provided in this respect. These service providers do not act under our supervision and are independent organisations. The service providers that we recommend are not therefore underwritten by our Indemnity Insurance and are not regulated by our regulatory authority, the Solicitors Regulation Authority. It is imperative therefore that you ensure that you are satisfied that your chosen service provider has the requisite knowledge, experience, capability and appropriate insurance in place to fulfil your requirements in this respect. No responsibility is accepted by Axiom DWFM in respect of the quality of service or advice provided by any recommended service providers. Should you not want to receive information and services from our recommended service providers, please provide us with your written instructions in this respect.

(5) Undertakings

Throughout the course of your conveyancing transaction it may be necessary for us to undertake to make certain payments or perform certain tasks on your behalf. For instance, we will be required to

promise to pay your existing mortgage from the proceeds of sale on completion, or promise to pay search fees or other transactional disbursements. By accepting our Terms of Business you are confirming that you will be liable for any and all undertakings or promises made by us on your behalf and that you will make payment in respect of any outstanding balances immediately upon request in this respect.

(4) Green Deal Scheme

The Green Deal Scheme is a government driven initiative to allow for a loan to be provided on a property for the improvement of its energy efficiency. The loan is repayable on a monthly basis, in conjunction with the power bills on the property. The loan will run with the property unless it is repaid on the sale or transfer of the property.

The seller(s) of the property are required, by law, to disclose the existence of any Green Deal loan on the property they are selling, or they may become liable for repaying the outstanding debt, even after they have sold the property. You must disclose the existence of a Green Deal loan agreement prior to a sale being agreed. If the property is being sold at auction, the existence of a Green Deal loan agreement should be disclosed before the winning bid is made.

The purchaser on a normal sale should be given an EPC showing the Green Deal improvement or an EPC and a disclosure document showing details of the work carried out under the Green Deal Scheme. This disclosure document will be provided by the energy provider on completion of the work as well as details of the repayment amount, the unexpired term of the loan and details of the loan provider.

Disclosure of the Green Deal loan must be made at least 7 days before the transaction or arrangement is entered into or if this is not practicable then the disclosure requirement must be satisfied as soon as practicable before the transaction is entered into. The seller must secure that the contract for sale includes an acknowledgment by the purchaser that they have received notice that the property is a Green Deal property and that the bill payer at the property is liable to make payments under the green deal plan and further that certain terms of that plan are binding on the bill payer.

Whilst there are no charges, restrictions, notices or cautions registered when a property is a Green Deal property, the mortgage lender must be notified of the existence of the Green Deal loan because the borrower / new property owner is taking on another loan which runs with the property.

Please confirm in the Instruction Sheet sent with your Client Care Letter if the Property you are selling/buying/remortgaging is affected by a Green Deal Scheme. By signing and returning the completed Instruction Sheet you are confirming your authority for us to make any such disclosure to the other side or their solicitors, if appropriate.

Please note that we offer no guarantees/warranties in relation to the extent and nature of any works undertaken under the Green Deal Scheme. It is your responsibility to ensure that you have satisfied yourself as to the extent, nature and repayment provision of any such works undertaken in accordance with the Green Deal Scheme.

We would recommend that the seller on completion of the property transaction repay any Green Deal loan, if any, as the value of the property will undoubtedly have already taken into account the work undertaken under the Green Deal loan.

(5) IMPORTANT INFORMATION RE BANK ACCOUNT DETAILS.

The Axiom DWFM Client Account bank details will be provided to you for bank transfers into the firm's client account with Barclays once we have been provided with your proof of identity as requested in your Client Care Letter. You must not share the firm's bank details with any third parties.

Please be aware of Cyber Crime

We will never tell you of changes to our bank details nor will we accept changes to your bank details by email. Please speak to the fee earner dealing with your matter or a Director about any emails you think look suspicious to verify its authenticity. You must verify bank details using a trusted source before transferring any money. We will not be liable if you send funds to an incorrect account.

(6) Conclusion

Axiom DWFM strives to provide you with a service of the highest standard at all times. We have outlined your transactional information in some detail and we hope that it will assist you in understanding your property transaction. Should you have any queries that you would like to have clarified please do not hesitate to contact us.